

MR01

laserform

Particulars of a charge

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge when the
instrument is used for a
charge. Use form MR01

For further information, please
contact the registrar

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



A08 29/06/2016 #281
COMPANIES HOUSE

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 06615131
Company name in full BROOKMAKER (NOMINEE) LIMITED

For official use
Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 28/06/2016

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, LONDON BRANCH

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The property known as Willow Brook Centre, Bradley Stoke, Bristol with the title number GR323739 For more details please refer to the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

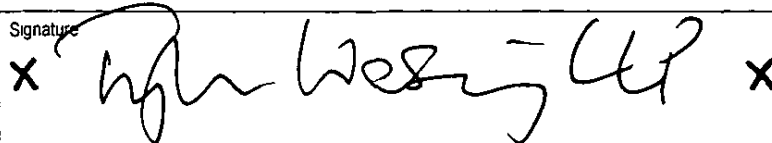
9

Signature

Please sign the form here

Signature

Signature

x  x

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name UIZS / HEL48 U28

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London - Chancery Lane

Telephone +44 (0)207 300 7000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales.

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6615131

Charge code: 0661 5131 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2016 and created by BROOKMAKER (NOMINEE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th June 2016.

DJ

Given at Companies House, Cardiff on 1st July 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED

28 June 2016

THE BROOKMAKER LIMITED PARTNERSHIP
BROOKMAKER (GP) LIMITED
BROOKMAKER NOMINEE LIMITED

and

LANDESBANK HESSEN-THURINGEN GIROZENTRALE, LONDON BRANCH
as Security Trustee

DEBENTURE

EXECUTION VERSION

5 New Street Square | London EC4A 3TW
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DX 41 London
www.taylorwessing.com

TaylorWessing

UKMATTERS 39837857 3

Certified to be a true copy
of the original
Taylor Wessing
Taylor Wessing LLP

Index

Clause No	Page No.
1 Definitions and Interpretation	1
2 General Partner	4
3 Undertaking to Pay	4
4 Fixed Security	4
5 Floating Security	6
6 Notices of Assignment	6
7 Investments	7
8 Negative Undertakings	9
9 Undertakings relating to the Charged Property	9
10 Enforcement of Security	10
11 Powers of Receiver and Security Trustee	11
12 Exclusion of Liability	12
13 Application of Proceeds	13
14 Protection of Persons Dealing with Security Trustee Receiver or Delegate	14
15 Notice of Subsequent Charge	14
16 Further Assurance	14
17 Power of Attorney by Chargors	15
18 Discharge of Security	15
19 Redemption	16
20 Miscellaneous	16
21 Law	17
22 Jurisdiction	17
 SCHEDULE 1	 18
SCHEDULE 2	19
SCHEDULE 3	20
SCHEDULE 4	21
SCHEDULE 5	22
SCHEDULE 6	23
SCHEDULE 7	26
SCHEDULE 8	30

THIS DEBENTURE is made on

28 June 2016

BETWEEN

- (1) THE COMPANIES AND ENTITIES LISTED IN SCHEDULE 1 as Chargors, and
- (2) LANDESBANK HESSEN-THURINGEN GIROZENTRALE, LONDON BRANCH as Security Trustee

AGREED TERMS

1. Definitions and Interpretation

1.1 Definitions

In this deed "Account Bank", "Accounts", "Agent", "Arranger", "Borrower", "Delegate", "Event of Default", "Finance Documents", "Finance Parties", "Lease Document", "Lender", "Limited Partnership", "Nominee", "Obligor", "Original Lender", "Receiver", "Secured Party", "Security", "Security Trustee" and "Third Parties Act", have the meanings given to them in clause 1 of the Agreement and

"**Administrator**" means any one or more persons appointed as an administrator of a Chargor by the Security Trustee under paragraph 14 of schedule B1 to the Insolvency Act,

"**Agreement**" means a loan agreement dated on or around the date of this deed made between the Borrower, the Original Lenders listed schedule 1 to such loan agreement and Landesbank Hessen-Thüringen Girozentrale, London Branch as the Agent, Arranger and Security Trustee,

"**Charged Property**" means, in relation to a Chargor, all assets mortgaged, charged or assigned by such Chargor by this deed,

"**Chargors**" means the companies and entities listed in schedule 1 (each a "**Chargor**"),

"**Debts**" means all book and other debts and rights to money and income (other than Rental Income, any rights assigned under clause 4(d) or 4(e), any Dividends and any Related Rights) liquidated and unliquidated due or owing to a Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank,

"**Dividends**" means all dividends, interest and other money payable in respect of the Investments,

"**Financial Collateral Regulations**" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226,

"**Insolvency Act**" means the Insolvency Act 1986,

"**Intellectual Property**" means all present and future rights of a Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,

"Investment" means any

- (a) stock, share, bond or any form of loan capital of or in any legal entity including but not limited to all the shares specified opposite that Chargor's name in schedule 2,
- (b) unit in any unit trust or similar scheme,
- (c) warrant or other right to acquire any such investment,

and any offer, right or benefit in respect of any such investment other than Dividends,

"LPA" means the Law of Property Act 1925,

"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property,

"Property" means the property described in schedule 3,

"Real Property" means

- (a) any freehold, leasehold or immovable property (including the Property),
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

"Related Rights" means, in relation to an agreement, any guarantee or security for the performance of any such agreement, any money now or at any time in the future due or owing to the relevant Chargor under or in connection with any such agreement, all claims for damages or other remedies in respect of any present or future breach of such agreement and all rights and remedies for enforcing such agreement,

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of a Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of the Property, including each of the following amounts

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,
- (c) a sum equal to any apportionment of rent allowed in favour of such Chargor,
- (d) any other moneys paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting on the Property including any fixture or fitting on the Property for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of any Lease Document,
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease Document,
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease Document,

- (i) any Tenant Contributions, and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by that Chargor,

"Secured Liabilities" means

- (a) all obligations of each Chargor owed or expressed to be owed to the Secured Parties (or any of them) under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity, and
- (b) any obligation of another Obligor referred to in (a) above which is or becomes Unenforceable and any cost, loss or liability which any Secured Party incurs as a result of any such Obligor not paying any amount expressed to be payable by it under any Finance Document on the date when it is expressed to be due,

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same),

"Tenant Contributions" means

- (a) any amount paid or payable to a Chargor by any tenant under a Lease Document or any other occupier of the Property
 - (i) by way of contribution to
 - (A) ground rent,
 - (B) insurance premia,
 - (C) the cost of an insurance valuation,
 - (D) a service or other charge in respect of such Chargor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Property, or
 - (E) a reserve or sinking fund,
 - (ii) by way of VAT, or
- (b) any other amount from time to time agreed between the Agent and the Borrower in writing, and

"Unenforceable" means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to any Secured Party or Chargor) and **"Unenforceability"** will be construed accordingly

1.2 Interpretation

- (a) This deed is a Finance Document
- (b) The provisions of clause 1 (Definitions and Interpretation) of the Agreement shall be deemed to be incorporated into this deed

- (c) In this deed, unless a contrary indication appears
 - (i) **"obligations"** means obligations and liabilities,
 - (ii) references to obligations and liabilities include the whole or any part of them, present and future, actual and contingent,
 - (iii) any reference to **"powers"** includes rights, powers, discretions and authorities, and
 - (iv) any reference to any asset includes any proceeds of sale of any such asset

1.3 *Construction of charging clause*

Each of the security interests created by clause 4 (Fixed Security) shall be construed as separate and distinct interests over the relevant assets so that the re-characterisation for any reason of any security interest over any one asset shall not affect the nature of the security interest created over any other asset

1.4 *Incorporation*

This deed incorporates the terms of the Finance Documents and any side letters between the parties to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under s2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2 **General Partner**

The General Partner enters into this deed

- (a) in its own capacity, and
- (b) in its capacity as general partner of the Limited Partnership

3. **Undertaking to Pay**

Each Chargor undertakes with the Security Trustee to pay the Secured Liabilities to the Security Trustee when due

4. **Fixed Security**

As continuing security for the payment of the Secured Liabilities each Chargor with full title guarantee

- (a) charges to the Security Trustee by way of legal mortgage all Real Property owned by such Chargor at the date of this deed including the Property,
- (b) charges to the Security Trustee by way of equitable mortgage any Real Property acquired by such Chargor after the date of this deed,
- (c) assigns to the Security Trustee by way of fixed security its rights and interest in all present or future Rental Income,

- (d) assigns to the Security Trustee by way of fixed security its rights and interest in any present or future compensation and damages for the compulsory purchase of, or any blight or disturbance affecting, any Real Property,
- (e) assigns to the Security Trustee by way of fixed security its rights and interest in any claim against any the provider of any certificate of or report on title or the provider of any other due diligence report (in its capacity as provider of the same) in connection with the acquisition, development, financing or refinancing of any Real Property,
- (f) assigns to the Security Trustee by way of fixed security its rights and interest in
 - (i) any present or future right to occupy any Real Property under licence,
 - (ii) rights under any present or future contract for the purchase of any Real Property and any Related Rights,
- (g) assigns to the Security Trustee by way of equitable mortgage its rights and interest in
 - (i) any present or future Investments,
 - (ii) any present or future Dividends in respect of any such Investments,
- (h) charges to the Security Trustee by way of fixed charge its rights and interest in
 - (i) any Plant and Equipment located on or at the Property,
 - (ii) its present or future goodwill and uncalled capital,
 - (iii) any present or future Debts owing to such Chargor,
 - (iv) any money now or at any time after the date of this deed standing to the credit of each Account of which it is the account holder and each other bank account of which it is the account holder,
 - (v) any present or future Intellectual Property,
- (i) charges to the Security Trustee by way of fixed charge its rights and interest in any money now or at any time after the date of this deed standing to the credit of each Account of which it is the account holder and each other bank account of which it is the account holder,
- (j) charges to the Security Trustee by way of fixed charge its rights and interest in any present or future contract of insurance effected by or for the benefit of such Chargor and any Related Rights,
- (k) assigns to the Security Trustee by way of fixed security its rights and interest in any agreements listed in schedule 5 and any Related Rights to the extent capable of assignment without infringing any provision of such agreement and if the terms of any agreement listed in schedule 5 require the consent of any party to such agreement to the assignment to the Security Trustee which consent has not been obtained at the date of this deed such assignment shall take effect immediately on such consent being obtained,
- (l) to the extent that any agreement listed in schedule 5 is not capable of assignment without infringing any provision of such agreement but is capable

of being charged, charges to the Security Trustee by way of fixed security its rights and interest in such agreement and any Related Rights,

- (m) to the extent that any agreement listed in schedule 5 is not capable of assignment or charge without infringing any provision of such agreement, charges to the Security Trustee the proceeds of any Related Rights in respect of such agreement

5. Floating Security

5 1 *Floating charge*

As continuing security for the payment of the Secured Liabilities each Chargor charges to the Security Trustee by way of floating charge with full title guarantee the whole of its present or future assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Security Trustee by way of fixed security under clause 4 (Fixed Security)

5 2 *Conversion*

Subject to clause 5 3 (Moratorium under Insolvency Act), the Security Trustee may at any time by written notice to a Chargor convert the floating charge created by clause 5 1 (Floating Charge) into a fixed charge as regards any assets specified in the notice if

- (a) an Event of Default has occurred and is continuing, or
- (b) in the reasonable opinion of the Security Trustee such assets are at risk of becoming subject to any Security or are otherwise at risk of ceasing to be within the ownership or control of such Chargor (in either case, other than as permitted by the Agreement)

5 3 *Moratorium under Insolvency Act*

The Security Trustee shall not be entitled to convert the floating charge created by clause 5 1 (Floating charge) into a fixed charge as a result only of a Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under s 1A of and schedule A1 to the Insolvency Act

5 4 *Qualifying floating charge*

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 5 1 (Floating charge) which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act

6 Notices of Assignment

6 1 *Notice of assignment of Rental Income and acknowledgement*

Each Chargor shall give notice of assignment of the Rental Income in the form set out in part 1 of schedule 6 to each tenant of the Property and shall use all reasonable endeavours to procure that each such tenant executes and delivers to the Security Trustee an acknowledgement of such notice in the form set out in part 2 of schedule 6

6 2 *Notice of charge of Accounts other than General Account*

Each Chargor shall give notice of the charge of each of the Accounts other than the General Account in the form set out in part 1 of schedule 7 to the Account Bank (if not the Security Trustee) and shall use all reasonable endeavours to procure that the Account Bank executes and delivers to the Security Trustee an acknowledgement of such notice in the form set out in part 2 of schedule 7

6 3 *Notice of charge of General Account*

Each Chargor shall give notice of the charge of the General Account in the form set out in part 3 of schedule 7 to the Account Bank (if not the Security Trustee) and shall procure that the Account Bank executes and delivers to the Security Trustee an acknowledgement of such notice in the form set out in part 4 of schedule 7

6 4 *Notice of assignment of agreements*

Each Chargor shall give notice of the assignment of any agreement assigned to the Security Trustee under clause 4 (Fixed Security) in the form set out in part 1 of schedule 8 to the other party or parties to such agreement and shall procure that such party or parties executes and delivers to the Security Trustee an acknowledgement of such notice in the form set out in part 2 of schedule 8

6 5 *Security Trustee may give notice*

Nothing in this clause 6 shall prevent the Security Trustee from giving any notice of assignment or charge it considers necessary or desirable in relation to the Security created over any Charged Property

7. Investments

7 1 *Deposit of certificates*

Each Chargor shall promptly deposit with the Security Trustee

- (a) the certificates or other documents of title to each Investment owned by such Chargor on such date,
- (b) on the date of the acquisition of any Investment acquired by such Chargor after the date of this deed or on the withdrawal of any Investment owned by such Chargor from any clearance system, the certificates or other documents of title to each such Investment,
- (c) together with the certificates or other documents of title referred to in paragraphs (a) and (b) above, duly executed undated blank transfers in respect of each such Investment and forms of waiver of any pre-emption rights necessary to enable such transfers to be registered

7 2 *Payment of money due*

Each Chargor shall promptly pay all money which may from time to time be due in respect of any Investment forming part of the Charged Property

7 3 *Nominees*

If any Investment forming part of the Charged Property is registered in the name of a nominee the relevant Chargor shall on demand provide to the Security Trustee an

equitable mortgage over such Investment or power of attorney or acknowledgement of the rights created by this deed over such Investment in favour of the Security Trustee in such terms as the Security Trustee may require duly executed by or on behalf of such nominee

7.4 Completion of transfers

The Security Trustee may at any time after this deed has become enforceable complete any transfers of any Investment delivered to it under clause 7.1(c) in favour of itself or any nominee for it as transferee and may present the same for registration

7.5 Dividends and voting rights before Event of Default

Each Chargor shall be entitled to exercise each of the following rights until this deed becomes enforceable and the Security Trustee gives notice of its intention to exercise any of such rights

- (a) to receive all Dividends in respect of any Investment free from the security created by this deed, and
- (b) to exercise all voting rights attached to any Investment and if the Security Trustee is registered as the holder of any such Investment it will exercise all voting rights attached to it as directed by such Chargor

7.6 Dividends and voting rights after Event of Default

The Security Trustee shall be entitled to exercise each of the following rights at any time after this deed becomes enforceable and the Security Trustee gives a Chargor notice of its intention to exercise such right itself

- (a) to receive all Dividends and apply them in reduction of the Secured Liabilities whether or not any Investment is registered in the name of the Security Trustee or any nominee for the Security Trustee or in the name of such Chargor or any nominee for such Chargor,
- (b) at its discretion to exercise or procure the exercise of all voting rights attached to any Investment registered in the name of the Security Trustee or any nominee for the Security Trustee for the purpose only of preserving the value of such Investment or realising the security over such Investment created by this deed, and
- (c) to require such Chargor to exercise any voting rights attached to any Investment registered in the name of such Chargor or any nominee for such Chargor as directed by the Security Trustee for the purpose mentioned in paragraph (b) above

7.7 Security Trustee may give up voting rights

The Security Trustee may at any time by giving notice to a Chargor give up any right it may have under clause 7.6(b) or clause 7.6(c) in relation to any of the Investments specified in such notice (the "**Notified Shares**") whereupon such Chargor may exercise all voting rights in relation to the Notified Shares subject to the terms of the Finance Documents

7 8 *Dematerialisation*

Each Chargor must promptly take all action required for the rematerialisation of any Investment forming part of the Charged Property held in dematerialised form in a clearance system

8. Negative Undertakings

8 1 *Negative pledge*

The Nominee shall not create or permit to subsist any Security over any of the Charged Property other than in accordance with the Agreement

8 2 *Disposals*

The Nominee shall not (except as permitted by the Agreement) sell, transfer, lease or otherwise dispose or purport or agree to dispose of

- (a) any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to the Security Trustee under clause 4 (Fixed Security),
- (b) any of its other assets other than on arm's length terms in the ordinary course of its trading

9. Undertakings relating to the Charged Property

9 1 *Proprietorship*

No Chargor shall permit any person

- (a) to be registered as proprietor under the Land Registration Act 2002 of any Charged Property nor create or permit to arise any interest referred to in schedule 1 or schedule 3 of such Act affecting any Charged Property, or
- (b) to become entitled to any proprietary right or interest which might affect the value of any Charged Property

9 2 *Powers of leasing*

The Chargors' statutory and any other powers of entering into Lease Documents and accepting or agreeing to accept surrenders of Lease Documents are excluded except to the extent (if any) specifically provided in the Agreement

9 3 *Identification plate*

Each Chargor shall if so requested by the Security Trustee

- (a) place and maintain on any Plant and Equipment forming part of the Charged Property, in a conspicuous place, a clearly legible identification plate containing the following wording

"NOTICE OF CHARGE

This [description of item] and ancillary equipment is subject to a fixed charge in favour of Landesbank Hessen-Thüringen Girozentrale, London Branch ",

- (b) obtain from any landlord of premises on which any such Plant and Equipment is located a waiver of such landlord's rights of distress in form and substance satisfactory to the Security Trustee

9.4 *Failure to comply*

If a Chargor fails to comply with any of its obligations under this deed the Security Trustee may take such steps as it considers appropriate to procure compliance with such obligations at the cost of that Chargor

10. Enforcement of Security

10.1 *Security Trustee's powers*

On the occurrence of an Event of Default that is continuing or if any Chargor requests that the Security Trustee exercises any of its powers under this clause 10.1, this deed shall become enforceable and the Security Trustee may immediately or at any time thereafter

- (a) appoint one or more persons as an Administrator of any Chargor in accordance with schedule B1 to the Insolvency Act,
- (b) exercise the power of sale and all other powers conferred by s101 of the LPA as varied or extended by this deed,
- (c) subject to clause 5.3 (Moratorium under Insolvency Act), by written notice to any Chargor convert the floating charge created by clause 5.1 (Floating Charge) into a fixed charge as regards any assets specified in the notice,
- (d) make any lease or agreement for lease or accept surrenders of leases and grant options on such terms as it thinks fit without needing to comply with s s 99 and 100 of the LPA,
- (e) subject to s72A of and paragraph 43 of Schedule A1 to the Insolvency Act, appoint one or more persons as a Receiver of any Charged Property,
- (f) exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act,
- (g) by notice to a Chargor end such Chargor's right to possession of all or any Real Property forming part of the Charged Property and enter into possession of all or such part of such Real Property,
- (h) secure and perfect its title to all or any part of the Charged Property and/or transfer any asset into the name of its nominee,
- (i) to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured Liabilities and the Security Trustee shall value such Charged Property by reference to an independent valuation or other procedure selected by the Security Trustee acting reasonably

10.2 *Powers under the LPA*

- (a) S 103 of the LPA will not apply to this deed
- (b) The power of sale and all other powers conferred by s101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Chargors

10.3 *Administrators*

If the Security Trustee appoints two or more persons as Administrator of a Chargor, the appointment may specify whether those persons are to act jointly or concurrently

10.4 *Receivers*

- (a) The Security Trustee may appoint any Receiver in respect of a Chargor upon such terms as to remuneration and otherwise as the Security Trustee thinks fit and the maximum rate specified in s109(6) of the LPA shall not apply
- (b) Any Receiver will be the agent of the relevant Chargor for all purposes and such Chargor will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Security Trustee
- (c) Where two or more persons are appointed as Receiver any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally
- (d) The Security Trustee may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not the Security Trustee appoints any other person as Receiver in his place

11. Powers of Receiver and Security Trustee

11.1 *Statutory powers*

A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act which powers are incorporated in this deed

11.2 *Additional powers*

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of any Chargor) to do every act and thing and exercise every power

- (a) which the relevant Chargor would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Property, and
- (b) which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security created by this deed or the realisation of any Charged Property,

and may use the name of the relevant Chargor in connection with any exercise of such powers

11 3 *Consideration*

The receipt of the Security Trustee or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property the Security Trustee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit

11 4 *Prior encumbrances*

At any time after the security given by this deed has become enforceable, the Security Trustee may redeem any prior Security against any Charged Property or procure a transfer of such Security to itself and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on the Chargors. Any money paid by the Security Trustee in connection with a redemption or transfer of any prior Security will form part of the Secured Liabilities

11 5 *Possession*

If the Security Trustee, any Receiver or any Delegate takes possession of any Charged Property it may go out of possession at any time

12. Exclusion of Liability

12 1 *No obligation to recover*

None of the Security Trustee, any Receiver or any Delegate is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property

12 2 *Liability as mortgagee in possession*

If the Security Trustee, any Receiver or any Delegate takes possession of any Charged Property, it will not be liable to account to any Chargor for anything except actual receipts or be liable to such Chargor for any loss arising from any realisation of any Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable

12 3 *Losses on enforcement*

No Secured Party will be liable to any Chargor for any loss or damage arising from

- (a) any sale of any Charged Property,
- (b) any act, default or omission of any Secured Party in relation to any Charged Property, or
- (c) any exercise or non-exercise by any Secured Party of any power conferred upon it in relation to any Charged Property by or pursuant to this deed or by the LPA,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of such Secured Party

13. Application of Proceeds

13 1 Order of application

Subject to clause 13 2 (Prospective liabilities) and to claims having priority to the Security created by this deed and by way of variation to the provisions of the LPA, all amounts from time to time received or recovered by the Security Trustee in connection with the realisation or enforcement of all or any part of the Security constituted by this deed (for the purposes of this clause the "**Recoveries**") shall be held by the Security Trustee to apply them at any time as the Security Trustee (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause), in the following order

- (a) in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of this deed and of all outgoings properly payable by any Secured Party,
- (b) in payment of remuneration to any Receiver,
- (c) for application in accordance with the Agreement, and
- (d) the balance (if any) will be applied as required by law

13 2 Prospective liabilities

The Security Trustee may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Trustee (or at its option the name of any other Finance Party any of whose Secured Liabilities are at that time still contingent) with such financial institution (including itself) and for so long as the Security Trustee shall think fit (the interest being credited to the relevant account) for later application under clause 13 1 (Order of Application) in respect of

- (a) any sum owing to the Security Trustee, any Receiver or any Delegate, and
- (b) any part of the Secured Liabilities,

that the Security Trustee reasonably considers, in each case, might become due or owing at any time in the future

13 3 Investment of proceeds

Prior to the application of the proceeds of the Recoveries in accordance with clause 13 1 (Order of Application) the Security Trustee may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Security Trustee with such financial institution (including itself) and for so long as the Security Trustee shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Security Trustee's discretion in accordance with clause 13 1 (Order of Application)

13 4 Currency Conversion

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Security Trustee may convert any moneys received or recovered by the Security Trustee from one currency to the currency in which the Secured Liabilities are denominated, at a market rate of exchange

- (b) The obligations of each Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion

13.5 Permitted Deductions

The Security Trustee shall be entitled, in its discretion

- (a) to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this deed, and
- (b) to pay all Taxes which may be assessed against it in respect of any of the Charged Property, or as a consequence of performing its duties, or by virtue of its capacity as Security Trustee under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under the Agreement)

14. Protection of Persons Dealing with Security Trustee Receiver or Delegate

No person dealing with the Security Trustee or any Receiver or Delegate will be concerned to enquire

- (a) whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable,
- (b) otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers, or
- (c) whether any Secured Liabilities remain owing

15. Notice of Subsequent Charge

If any Finance Party receives notice of any subsequent Security or other interest affecting any Charged Property

- (a) it may open a new account for any Chargor in its books and may transfer any outstanding balance owing by any such Chargor to such new account,
- (b) if it does not open a new account then, unless it gives express written notice to the contrary to the relevant Chargor, all payments made by such Chargor to such Finance Party will as from the time of receipt of such notice by such Finance Party be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Liabilities

16. Further Assurance

When required by the Security Trustee or any Receiver each Chargor shall, at its own cost

- (a) execute a charge by way of legal mortgage, assignment by way of security or fixed charge over any assets of such Chargor and such legal mortgage, assignment or charge shall secure the Secured Liabilities and contain a power

of sale which arises immediately upon execution, provisions excluding s93 of the LPA and the restrictions contained in s103 of the LPA and such other provisions including any similar to those in this deed as the Security Trustee may reasonably require,

- (b) execute any documents or do any other thing which the Security Trustee or any Receiver may require for perfecting or protecting any Security created by this deed or in connection with the exercise of any powers given to the Security Trustee or any Receiver under this deed, and
- (c) provided an Event of Default has occurred which is continuing, convey, transfer, assign or otherwise deal with any Charged Property in such manner as the Security Trustee or any Receiver may require in connection with any enforcement of any Security created by this deed

17. Power of Attorney by Chargors

Each Chargor irrevocably and by way of security appoints each of the Security Trustee, any person selected by the Security Trustee and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which

- (a) such Chargor is entitled to execute or do in relation to the Charged Property including giving a receipt for any money and exercising any rights or remedies forming part of the Charged Property, or
- (b) such Chargor is obliged to execute or do under this deed and where it has failed to do so promptly following request,

provided that such power of attorney shall only be capable of exercise while an Event of Default has occurred and is continuing

18. Discharge of Security

18.1 Discharge conditional

Any discharge of any Chargor by the Security Trustee in reliance on a payment or security received by the Security Trustee will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and the Security Trustee will be entitled to recover from that Chargor on demand the amount of the Secured Liabilities discharged by such payment or security

18.2 Retention of security

Following any discharge of a Chargor made by the Security Trustee in reliance on a payment or security the Security Trustee may retain the security constituted by this deed (and all documents of title or other documents necessary to protect such Security) until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period the Security Trustee may retain the security constituted by this deed for as long as it thinks fit

19. Redemption

If the Security Trustee determines in accordance with the Agreement that all of the Secured Liabilities have been fully and finally discharged and that none of the Secured Parties is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents the Security Trustee shall release

- (a) without recourse or warranty, all of the Security constituted by this deed, and
- (b) the rights of the Security Trustee under this deed

20. Miscellaneous

20 1 Trust

The Security Trustee holds the benefit of this deed as trustee for the Secured Parties on the terms set out in the Agreement

20 2 Possession

Each Chargor shall be entitled to possession of any Real Property forming part of the Charged Property until termination of such right by the Security Trustee under clause 10 1 (Security Trustee's powers)

20 3 Third Party Rights

- (a) Unless expressly provided to the contrary, a person who is not a party to this deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this deed
- (b) Notwithstanding any term of this deed, the consent of any person other than the Chargors and the Security Trustee is not required to rescind or vary this deed at any time
- (c) A Secured Party may, subject to this clause 20 3 and the Third Parties Act, rely on any provision of this deed which expressly confers rights on it

20 4 Continuing Security

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of the Secured Liabilities

20 5 Other Security

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Security Trustee or any other person of any other security at any time held by the Security Trustee

20 6 Consolidation

The restrictions on the right of consolidating mortgage securities contained in s 93 of the LPA will not apply to this deed

20.7 *Land Registry Consent*

By executing this deed each Chargor consents to the entry of the following restriction against any registered titles (and any unregistered properties subject to compulsory first registration) which are at any time subject to this deed

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of the restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of Landesbank Hessen-Thüringen Girozentrale, London Branch referred to in the charges register or their conveyancer "

21. **Law**

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by English law

22. **Jurisdiction**

22.1 *Jurisdiction of English courts*

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) and a dispute regarding a non-contractual obligation referred to in clause 21 (Law) (a "**Dispute**")
- (b) The Security Trustee and the Chargors agree that the courts of England are the most appropriate and convenient courts to settle Disputes. The Chargors will not argue to the contrary
- (c) This clause is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions

This deed has been executed and delivered as a deed by the Chargors and signed on behalf of the Security Trustee on the date shown at the beginning of this deed

SCHEDULE 1

The Chargors

Company Name	Registered No.	Address and fax number for notices
The Brookmaker Limited Partnership acting by its general partner Brookmaker (GP) Limited	LP013010	C/O CBRE Global Investment Partners Limited, Third Floor, One New Change, London, EC4M 9AF Attention Paul Mundell Fax 44 20 7809 9002 Email paul.mundell@cbreglobalinvestors.com
Brookmaker (GP) Limited	06615141	C/O CBRE Global Investment Partners Limited, Third Floor, One New Change, London, EC4M 9AF Attention Paul Mundell Fax 44 20 7809 9002 Email paul.mundell@cbreglobalinvestors.com
Brookmaker (Nominee) Limited ✓	06615131 ✓	C/O CBRE Global Investment Partners Limited, Third Floor, One New Change, London, EC4M 9AF Attention Paul Mundell Fax 44 20 7809 9002 Email paul.mundell@cbreglobalinvestors.com

SCHEDULE 2

Chargor	Name of company in which shares are held	Number and class of shares	Details of Nominees (if any) holding legal title to shares
Brookmaker (GP) Limited	Brookmaker (Nominee) Limited	1000 ordinary shares of £1	None

SCHEDULE 3

The Property

Name of property	Title Number	Registered Owner(s)	Freehold/leasehold
The property known as Willow Brook Centre, Bradley Stoke, Bristol ✓	GR323739 ✓	Brookmaker (GP) Limited and Brookmaker (Nominee) Limited ✓	Leasehold

SCHEDULE 5

List of Agreements

- 1 Each Acquisition Document,
- 2 each Development Document,
- 3 each Lease Document,
- 4 any other document designated as a Transaction Document in accordance with the provisions of the Agreement other than any Finance Document, and
- 5 any present or future agreement or document relating to the Property not otherwise listed in this schedule, including, without limitation, any collateral warranty or other agreement or document relating to the construction, design, development or refurbishment of the Property

SCHEDULE 6

Part 1

Notice of Assignment to Tenant

To []

[Date]

Dear Sirs

We refer to a lease dated [] (the "**Lease Document**") between us and you in respect of [] (the "**Demised Property**")

We give you notice by a debenture dated [] entered into between us and Landesbank Hessen-Thüringen Girozentrale, London Branch (the "**Security Trustee**"), we have assigned to the Security Trustee all our rights and interest in all amounts now or at any time in the future payable to us under or in connection with the Lease Document including but not limited to each of the following amounts

- 1 rent, licence fees and equivalent amounts paid or payable,
- 2 any sum received or receivable from any deposit held as security for performance of your obligations,
- 3 a sum equal to any apportionment of rent allowed our favour,
- 4 any other moneys paid or payable in respect of occupation and/or usage of the Demised Property and any fixture and fitting on the Demised Property including any fixture or fitting on the Demised Property for display or advertisement, on licence or otherwise,
- 5 any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of the Lease Document,
- 6 any sum paid or payable in respect of a breach of covenant or dilapidations under the Lease Document,
- 7 any sum paid or payable by or distribution received or receivable from any guarantor of your obligations under the Lease Document,
- 8 any amount paid or payable to us by you by way of contribution to ground rent, insurance premia, the cost of an insurance valuation, a service or other charge in respect of our costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Demised Property or a reserve or sinking fund or by way of VAT, and
- 9 any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above,

(together the "**Rental Income**")

We irrevocably instruct and authorise you notwithstanding any previous instructions which we may have given to you to the contrary to pay all Rental Income to our account at [] (Account No []) under reference [] (the "**Rent Account**")

or to such other account and/or bank as may from time to time be notified to you by the Security Trustee all moneys forming part of the Rental Income and otherwise to act in accordance with the instructions of the Security Trustee in connection with the Rental Income

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England

Would you please acknowledge receipt of this notice and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Security Trustee at 95 Queen Victoria Street, London EC4V 4HN

Yours faithfully,

[]

Part 2

Acknowledgement

To Helaba London Real Estate Finance
95 Queen Victoria Street
London
EC4V 4HN
United Kingdom

For the attention of Mark Lloyd

[Date]

Dear Sirs

We acknowledge receipt of a notice (a copy of which is attached) dated [] and addressed to us by [] (the "**Chargor**") Expressions defined in such notice have the same meanings in this acknowledgement

We acknowledge and confirm that

- 1 we will pay the Rental Income into the Rent Account or to such other account and/or bank as the Secury Trustee may from time to time notify to us,
- 2 we have not, as at the date of this letter, received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action against the Rental Income

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England [and in connection with any proceedings with respect to this acknowledgement and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit]

Yours faithfully,

[]

SCHEDULE 7

Part 1

Form of notice to Account Bank (Accounts other than General Account)

To [insert name and address of Account Bank] (the "**Account Bank**")

Dated []

Dear Sirs

We refer to the account of [] (the "**Chargor**") with you numbered []

We give you notice that, by a debenture dated [] the Chargor has charged to Landesbank Hessen-Thüringen Girozentrale, London Branch (the "**Security Trustee**") by way of fixed charge its interest in and to the money from time to time standing to the credit of the account referred to above (the "**Charged Account**") and to all interest (if any) accruing on the Charged Account

We irrevocably authorise and instruct you until you receive written notice from the Security Trustee to the contrary

- 1 to pay all or any part of monies from time to time standing to the credit of the Charged Account to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect,
- 2 to disclose to the Security Trustee any information relating to the Chargor and the Charged Account which the Security Trustee may from time to time request you to provide, and
- 3 not to permit the Chargor to receive, withdraw or otherwise transfer any credit balance from time to time on the Charged Account without first obtaining the consent in writing of the Security Trustee

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England

Would you please acknowledge receipt of this letter and your acceptance of the above by signing the attached form of acknowledgement and returning it to the Security Trustee at 95 Queen Victoria Street, London EC4V 4HN

Yours faithfully,

[]

Part 2

Acknowledgement

To Helaba London Real Estate Finance
95 Queen Victoria Street
London
EC4V 4HN
United Kingdom

For the attention of Mark Lloyd

[Date]

Dear Sirs,

We acknowledge receipt of a notice (a copy of which is attached) dated [] and addressed to us by [] (the "**Chargor**") Expressions defined in such notice have the same meanings in this acknowledgement

We acknowledge and confirm that

- 1 we accept the instructions in the notice and will act in accordance with the provisions of such notice until the Security Trustee notifies us in writing that the notice is revoked,
- 2 we have not received notice that any third party has any interest in the Charged Account,
- 3 we have not claimed or exercised, nor will we claim or exercise against the Chargor, any right of set-off, lien, combination of accounts, counterclaim or other right relating to the Charged Account

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England [and in connection with any proceedings with respect to this acknowledgment and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit]

Yours faithfully,

[]

Part 3

Form of notice to Account Bank (General Account)

To [insert name and address of Account Bank] (the "**Account Bank**")

Dated []

Dear Sirs

We refer to the account of [] (the "**Chargor**") with you numbered []

We give you notice that, by a debenture dated [] the Chargor has charged to Landesbank Hessen-Thüringen Girozentrale, London Branch (the "**Security Trustee**") its interest in and to the money from time to time standing to the credit of the account referred to above (the "**Charged Account**") and to all interest (if any) accruing on the Charged Account

We irrevocably authorise and instruct you

- 1 to disclose to the Security Trustee any information relating to the Chargor and the Charged Account which the Security Trustee may from time to time request you to provide,
- 2 with effect from your receiving written notice from the Security Trustee that it intends to operate the Charged Account
 - (a) to pay all or any part of monies from time to time standing to the credit of the Charged Account to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect, and
 - (b) not to permit the Chargor to receive, withdraw or otherwise transfer any credit balance from time to time on the Charged Account without first obtaining the consent in writing of the Security Trustee

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England

Would you please acknowledge receipt of this letter and your acceptance of the above by signing the attached form of acknowledgement and returning it to the Security Trustee at 95 Queen Victoria Street, London EC4V 4HN

Yours faithfully,

[]

Part 4

Acknowledgement

To Helaba London Real Estate Finance
95 Queen Victoria Street
London
EC4V 4HN
United Kingdom

For the attention of Mark Lloyd

[Date]

Dear Sirs

We acknowledge receipt of a notice (a copy of which is attached) dated [] and addressed to us by [] (the "**Chargor**") Expressions defined in such notice have the same meanings in this acknowledgement

We acknowledge and confirm that

- 1 we accept the instructions in the notice and will act in accordance with the provisions of such notice until the Security Trustee notifies us in writing that the notice is revoked,
- 2 we have not received notice that any third party has any interest in the Charged Account,
- 3 we have not claimed or exercised, nor will we claim or exercise against the Chargor, any right of set-off, lien, combination of accounts, counterclaim or other right relating to the Charged Account

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England [and in connection with any proceedings with respect to this acknowledgment and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit]

Yours faithfully,

[]

SCHEDULE 8

Part 1

Notice of Assignment

To []

[Date]

Dear Sirs,

We refer to an agreement dated [] (as such agreement may be amended or supplemented, the "**Assigned Agreement**") between us and you a copy of which is attached

We give you notice that by a debenture dated [] (the "**Debenture**") entered into between us and Landesbank Hessen-Thüringen Girozentrale, London Branch (the "**Security Trustee**") we have assigned to the Security Trustee all our present and future rights and interest in

- 1 the Assigned Agreement and any money now or at any time in the future due or owing to us under or in connection with the Assigned Agreement, and
- 2 all guarantees, indemnities, mortgages, charges and other security of whatever nature now or in the future held by us in respect of the Assigned Agreement including all money now or at any time in the future due or owing to us under or in connection with the same and all rights and remedies for enforcing the same,

(together the "**Assigned Assets**")

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions whatsoever which we may have given to you to the contrary)

- (a) to pay to the Security Trustee at such account or accounts and/or bank or banks as may from time to time be notified to you by the Security Trustee all moneys forming part of the Assigned Assets and otherwise to act in accordance with the instructions of the Security Trustee in connection with the Assigned Assets,
- (b) to comply with the terms of any written notice, statement or instructions in any way relating or purporting to relate to the Assignment and/or the Assigned Assets which you receive at any time from the Security Trustee, and
- (c) to disclose to the Security Trustee, such information relating to the Assigned Assets as the Security Trustee may, at any time request

In each case without any reference to or further authority from us and without any enquiry by you as to the justification for such instructions, notice, statement, instructions or disclosure

The instructions and authorisations which are contained in this letter will remain in full force and effect until the Security Trustee gives you notice in writing revoking them

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the law of England

Would you please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Security Trustee at 95 Queen Victoria Street, London EC4V 4HN

Yours faithfully,

[]

Part 2

Acknowledgement

To Helaba London Real Estate Finance
95 Queen Victoria Street
London
EC4V 4HN
United Kingdom

For the attention of Mark Lloyd

[Date]

Dear Sirs,

We acknowledge receipt of a letter (a copy of which is attached) dated [] and addressed to us by [] (the "**Chargor**") with respect to the Debenture Expressions defined in such letter have the same meanings in this acknowledgement

We acknowledge and confirm that

- 1 we have not claimed or exercised, have no outstanding right to claim or exercise and will not exercise, any right of set-off, counterclaim or other right relating to any payments to be made by it in respect of our indebtedness under the Assigned Agreement,
- 2 we have not received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action against the Assigned Agreement, and
- 3 we agree that you do not have any obligations, liabilities or responsibilities under or in respect of the Assigned Agreement

We have made the acknowledgements and confirmations and have given the undertakings set out in this letter in the knowledge that they are required by you in connection with the security which is to be constituted by the Chargor in your favour under the Debenture [(a copy of which has been furnished to us)]

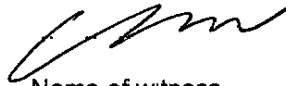
This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the law of England [and in connection with any proceedings with respect to this letter and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit]

Yours faithfully,

[]

The Chargors

EXECUTED as a deed by)
THE BROOKMAKER LIMITED PARTNERSHIP)
acting by its general partner BROOKMAKER (GP))
LIMITED acting by a director)
in the presence of)



Name of witness

Address of witness

Director

Nicholas Liff
NICHOLAS LIFF.
TWO SNOWHILL
BIRMINGHAM.

EXECUTED by BROOKMAKER (GP) LIMITED)
acting by a director)
in the presence of)



Name of witness

Address of witness

Director

Nicholas Liff
NICHOLAS LIFF
TWO SNOWHILL
BIRMINGHAM.

EXECUTED by BROOKMAKER (NOMINEE))
LIMITED)
acting by a director)
in the presence of)



Name of witness

Address of witness

Director

Nicholas Liff
NICHOLAS LIFF
TWO SNOWHILL
BIRMINGHAM.

The Security Trustee

SIGNED for and on behalf of)
LANDESBANK HESSEN-)
THÜRINGEN GIROZENTRALE,)
LONDON BRANCH)
acting by two authorised signatories)



Authorised Signatory



Authorised Signatory

Address for notices Helaba London Real Estate Finance
 95 Queen Victoria Street
 London EC4V 4HN

Attention Real Estate Finance (Ref Mark Lloyd)

Email realestatefinanceuk@helaba.de
 with a copy to mark.lloyd@helaba.de